



### AGREEMENT OF EMPLOYMENT

This Employment Agreement is entered into this the 10<sup>th</sup> day of February, 2017 between the GENESEE COUNTY ROAD COMMISSION, hereinafter "Commission", and Mrs. Donna Poplar, hereinafter "Mrs. Poplar".

WHEREAS, the Commission wishes to employ Mrs. Poplar as its Director of Human Resources & Administrative Services and she wishes to accept such employment, and,


WHEREAS, the parties to this Agreement of Employment wish to memorialize the terms and conditions of Mrs. Poplar employment with the Road Commission.

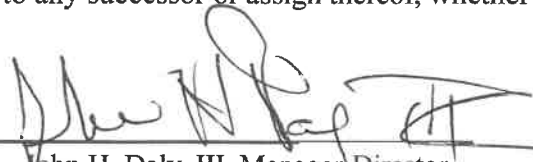
THEREFORE, the parties agree to the following:

1. A five year Employment Agreement, commencing February 10, 2017 thru February 10, 2022. Employment Agreement Contract renewal will be performance based and at the discretion of the Commission's Manager-Director. The Manager-Director will provide Mrs. Poplar with a thirty (30) days advance written notice no later than January 10, 2021 to extend or not extend the Employment Agreement Contract.
2. Upon the effective date of the commencement of this Employment Agreement, Mrs. Poplar will be compensated at an hourly rate of \$43.608 equaling an annual salary of \$90,704.64. Mrs. Poplar salary will be payable at the same payroll schedule as for other employees of the Road Commission. Mrs. Poplar salary rate for future years of employment will be based on the Exempt Classification Wage Scale.
3. Mrs. Poplar shall at all times during her employment work under the direction of, and report to, the Commission's Manager-Director. The Commission's Manager-Director shall define the work responsibilities of the Director of Human Resources & Administrative Services and may modify such responsibilities at any time.
4. The Manager-Director will, at least annually, evaluate Mrs. Poplar in her role as the Director of Human Resources & Administrative Services and will establish annual performance goals and objectives.
5. It is further understood between the parties that Mrs. Poplar serves as an at - will employee and at the pleasure of the Commission's Manager-Director. It is further understood, that Mrs. Poplar employment can **only** be terminated at any time at the sole discretion of the Manager-Director for just cause. The Manger-Director shall not terminate Mrs. Poplar for just cause unless she shall be provided with written notice of the reason for her proposed termination, and an opportunity for a hearing before the Board of Road Commissioners. Just cause shall include, but not limited to any act or omission by Mrs. Poplar which constitutes willful malfeasance, gross negligence, dishonesty, insubordination, failure to adequately perform job responsibilities, or any breach of this Employment Agreement.

6. If the Manager-Director or his successor, employer, functioning Chief Administrator Officer or assign terminates Mrs. Poplar for No Cause she will be entitled to be paid the time remaining in her Employment Agreement. If Mrs. Poplar is terminated with less than one (1) year remaining in her Employment Agreement she will be paid no less than one (1) year severance pay.
7. In the event of separation, either of voluntary or non-voluntary nature, the Road Commission will pay Mrs. Poplar the value of accrued vacation leave according to the provision of the Genesee County Road Commission's personnel policy and the value of sick leave benefits calculated according to the Road Commission's policy.
8. It is understood between the parties that if Mrs. Poplar is separated from the Genesee County Road Commission as a result of reconstruction, job elimination, lay off, or mutual agreement to part ways, for whatever reason with the exception of retirement, the Commission will pay Mrs. Poplar a minimum of one (1) year Severance Pay and Benefits base on annual salary at the rate applicable on the date of separation.
9. It is further understood that, any severance pay that exceed the minimum one (1) year severance pay will be negotiated between the parties and at the discretion of the Manager-Director. It is also agreed that Mrs. Poplar will release the Commission from ALL claims in return for the severance pay agreement.
10. Mrs. Poplar may, at any time, provide written notice to the Road Commission's Manager-Director of her intent to resign her position voluntarily provided she give not less than thirty (30) days advance written notice.
11. The Commission will pay an annual contribution on Mrs. Poplar behalf into the Genesee County Retirement System account, a defined benefits plan as provided to Road Commission employees. This will be in addition to the Commission's regular contributions to Social Security. The Commission will provide Mrs. Poplar paid family coverage for health insurance benefits in terms and amounts provided other exempt employees of the Commission.
12. Mrs. Poplar will be credited with 80 hours vacation and 40 hours personal leave during her first year of employment, and thereafter according to policy and procedures. Leave credits will be limited or carried over into a new year as provided by Manager- Director's Vacation Accumulation Memorandum dated June 14, 2010.
13. The Commission will provide Mrs. Poplar paid sick leave in amounts and according to the provisions applicable to other exempt employees.
14. The Commission will provide Mrs. Poplar paid holiday leave on the same annual schedule as that provided for other exempt employees.
15. The Commission will indemnify and hold harmless Mrs. Poplar from liability for any claims or demands arising out of an act or omission occurring in the performance of her duties as Director of Human Resources & Administrative Services except as to those acts or omission deemed to constitute gross negligence, deliberate misconduct, intentional discrimination or criminal acts.

16. Mrs. Poplar understands and agrees that the job responsibilities of the Director of Human Resources & Administrative Services may require her to work hours beyond 40 hours in a given work week. She understands that she may at times be required to attend meetings and work hours outside of the normal office hours of the Road Commission. She understands and agrees that she is an exempt employee and will receive no overtime pay or consideration beyond the annual salary as defined in paragraph #2 herein.
17. This Agreement shall inure to and be binding upon the Manager-Director, his successor or assign of the GCRC or the Employer (and such successor or assign shall hereafter be deemed the GCRC or Employer as the case may be). The GCRC and the Employer shall assign this Employment Agreement and its respective obligations hereunder to any successor or assign thereof, whether by merger, consolidation, or any other means.

  
Donna Poplar

  
John H. Daly, III, Manager-Director

Dated: 2-10-17

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